

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
Civil No. 5:22-cv-1305 (MAD/ML)

CAR-FRESHNER CORPORATION and
JULIUS SÄMANN LTD.,

Plaintiffs,

v.

DECLARATION
OF NICHOLAS WONG

META PLATFORMS, INC.,

Defendant.

I, Nicholas Wong, declare as follows:

1. I am an eDiscovery and Litigation Case Manager in the Legal Department of Meta Platforms, Inc. I have personal knowledge of the facts stated in this declaration, based in part on a review of company business records. I am over the age of twenty-one and if called as a witness, could and would testify competently as to the facts below.

2. In October of 2021, Facebook, Inc. changed its name to Meta Platforms, Inc. (“Meta”).

3. Meta owns, operates, and markets the Facebook website, www.facebook.com, and Facebook mobile application (collectively, “Facebook”), as well as the Instagram website, www.instagram.com, and Instagram mobile application (collectively, “Instagram”).

4. Meta had approximately 3.74 billion monthly active people worldwide as of December 31, 2022.

5. Meta’s Facebook helps give people the power to build community and bring the world closer together. Instagram brings people closer to the people and things they love.

6. Much of Facebook’s and Instagram’s functionality is offered free of charge to

users.

7. In addition to allowing users to post and discover content, Facebook and Instagram allow people and businesses to publish advertisements about products and services they offer, and to sell those products and services.

Facebook Marketplace

8. Facebook Marketplace is a platform that allows users to contact each other directly, and to sell merchandise directly to each other.

9. All buyers and sellers on Facebook Marketplace are required to comply with Meta's commerce policies and all applicable laws and regulations.

10. Transactions on Facebook Marketplace are conducted directly between the individual buyers and sellers, without active participation from Meta.

11. Meta does not charge any fees for listing products on Facebook Marketplace.

12. A seller on Facebook Marketplace independently sets the purchase price for its products.

13. A seller on Facebook Marketplace chooses the delivery price for its goods and may choose to ship items through USPS, FedEx, or UPS.

Take Down Notices and Meta's Responses

14. Through report forms provided by Meta, trademark owners may send notices to Meta requesting the removal of content, such as Facebook and Instagram ads, posts, etc., that the trademark owner believes infringes upon its rights.

15. To avail itself of Meta's takedown processes concerning allegedly infringing materials on one of Meta's platforms, a trademark owner is responsible for detailing a sufficient legal basis for its claim, the type of goods or services the asserted right covers, information

sufficient to permit Meta to locate the allegedly infringing material, and an explanation of why the owner believes the noticed use infringes its rights.

16. Plaintiffs Car-Freshner Corporation and Julius Sämann (collectively “CFC”), submitted Trademark Report Forms to Meta, which are discussed in greater detail below.¹

17. On October 18, 2022, CFC submitted a Trademark Report Form (No. 1158362785069460) to report allegedly infringing use of the Little Tree design on clothing and stickers on Instagram. A true and correct copy of CFC’s notice (No. 1158362785069460), and Meta’s subsequent responses, is attached as **Exhibit 1**.

18. CFC submitted a second Trademark Report Form (No. 817327455988713), also on October 18, 2022, alleging unauthorized use of its “Tree design on clothing” on Instagram. A true and correct copy of CFC’s second notice (No. 817327455988713), and Meta’s responses, is attached as **Exhibit 2**.

19. On October 18, 2022, CFC submitted a third Trademark Report Form (No. 1488044498347718) claiming “unauthorized use” of the “Tree design on clothing” on Facebook. A true and correct copy of CFC’s third notice (No. 1488044498347718), and Meta’s responses, is attached as **Exhibit 3**.

20. On November 9, 2022, CFC submitted a fourth Trademark Report Form (No. 1838876116469238) claiming that air fresheners listed on Facebook Marketplace were “confusing similar” to its Vanillaroma mark and Tree Design. A true and correct copy of CFC’s fourth notice (No. 1838876116469238), and Meta’s responses, is attached as **Exhibit 4**.

21. Meta removed the content identified in CFC’s notices soon after receipt of the Complaint in this case.

¹ The Trademark Report Forms attached as exhibits have been partially redacted to protect confidential internal system notes.

22. After December 6, 2022, when the Complaint was filed, CFC submitted additional notices to Meta. Meta promptly removed the subject content.

23. If there is an issue with an item purchased through Facebook Marketplace, Meta advises the buyer to attempt to resolve issues with the seller directly.

24. Upon checkout, automated emails may be sent by Facebook Marketplace confirming a purchase, including if the seller elects to issue a refund.

25. No selling fee is incurred for items picked up locally or if the buyer pays without using shipping and checkout.

26. If shipping and checkout is used by the third-party buyer or seller, the seller pays 5% (with a minimum of forty cents) as a selling fee (regardless of who buys the product, where it is shipped, etc.), and Facebook Marketplace collects the applicable sales tax.

Meta Terms of Service

27. Each person who creates an account on Facebook or Instagram and uses the Facebook or Instagram services must agree to terms of service. At various times, Meta has referred to the Facebook terms of service as “Terms of Use,” “Terms of Service,” and “Statement of Rights and Responsibilities”; in this Declaration, I refer to these agreements collectively as the “Facebook Terms.” Instagram has similarly referred to its terms of service as “Terms of Use” and “Terms of Service”; in this Declaration, I refer to these agreements collectively as the “Instagram Terms.” To refer to both the Facebook and Instagram terms, I will refer to them collectively as the “Meta Terms.”

Facebook Terms

28. I have confirmed that Plaintiff Car-Freshner Corporation (“Car-Freshner”) is a Facebook user and has a Facebook Page at <https://www.facebook.com/CARFRESHNERcareers/>.

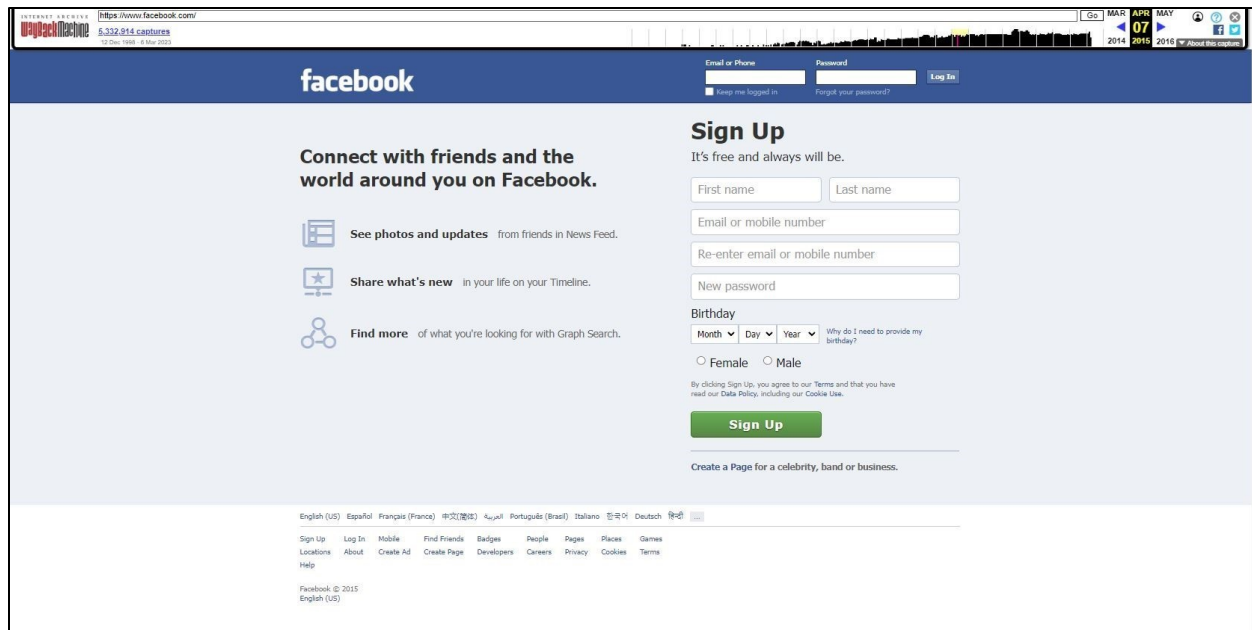
29. Car-Freshner's Facebook profile has included depictions of different trees over time, and other actions it has taken on Facebook, such as making posts and uploading pictures, have included depictions of trees. A true and correct copy of Car-Freshner's Facebook page as of March 11, 2023 is attached as **Exhibit 5**.

30. To use Facebook's services, a user must create a Facebook account and, as part of that process, must agree to a contract governing use of the service.

31. According to Facebook records, the person who created the Car-Freshner Facebook account first registered on Facebook on April 7, 2015.

32. When that person created a Facebook account, the person signing up for the account, like all other prospective Facebook users at the time, first would have had to navigate the Facebook website.

33. The Facebook account registration page active as of April 7, 2015 explained that "By clicking Sign Up, you agree to our Terms and that you have read our Data Policy, including our Cookie Use." The word "Terms" was set apart with a distinct blue color and contained a hyperlink to the Facebook Terms in effect at the time, as reflected in the below screenshot.



34. Because the person who created the Car-Freshner Facebook Page created a Facebook account on April 7, 2015, the person creating the account necessarily agreed to the Facebook terms.

35. A true and correct copy of the Facebook Terms in effect on April 7, 2015 is attached as **Exhibit 6**.

36. Included in the Facebook Terms that were effective April 7, 2015 are the following provisions:

This Statement of Rights and Responsibilities (“Statement,” “Terms,” or “SRR”) derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook, as well as Facebook brands, products and services, which we call the [“Facebook Services” or “Services”](#). By using or accessing the Facebook Services, you agree to this Statement, as updated from time to time in accordance with Section 13 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

...

Amendments

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.

2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.

3. Your continued use of the Facebook Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

...

Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

37. On April 9, 2015, Car-Freshner claimed the Car-Freshner Facebook Page, which had previously operated as a location information page.

38. As owner of the Car-Freshner Page, Car-Freshner would have agreed to Facebook's "Facebook Pages Terms."

39. A true and correct copy of the "Pages Terms" in effect when Car-Freshner owned the Facebook Page is attached as **Exhibit 7**. Those "Pages Terms" include the following provisions:

The following terms, as well as our [Data Policy](#) and [Statement of Rights and Responsibilities](#), apply to all Pages on Facebook. Additionally, all content on Pages must comply with our [Community Standards](#). You are responsible for ensuring that your Page complies with all applicable laws, statutes, and regulations.

...

General

A. A Page for a brand, entity (place or organization), or public figure may be

administered only by an authorized representative of that brand, entity (place or organization) or public figure (an “official Page”).

B. Any user may create a Page to express support for or interest in a brand, entity (place or organization), or public figure, provided that it does not mislead others into thinking it is an official Page, or violate someone’s rights. If your Page is not the official Page of a brand, entity (place or organization) or public figure, you must:

- i. not speak in the voice of, or post content as though it was coming from, the authorized representative of the Page’s subject matter; and
- ii. make clear that the Page is not the official Page of the brand, entity (place or organization) or public figure.

C. Content posted to a Page is public and viewable by everyone who can see the Page.

D. You are required to restrict access to Pages (through our gating functionality) as necessary to comply with applicable laws and Facebook policies, including our [Community Standards](#).

E. You may not establish terms for your Page that conflict with our [Statement of Rights and Responsibilities](#), [Data Policy](#) or these terms.

40. The Facebook Terms were amended on July 3, 2017. A true and correct copy of the July 3, 2017 Facebook Terms is attached as **Exhibit 8**.

41. The July 3, 2017 Facebook Terms include the following provisions:

You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us.

...

Amendments

1. We’ll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.

2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.

3. Your continued use of the Facebook Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

...

Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

42. The Facebook Terms were amended on April 19, 2018. A true and correct copy of the April 19, 2018 Facebook Terms is attached as **Exhibit 9**.

43. The April 19, 2018 Facebook Terms include the following provisions:

You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you.

...

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can delete your account at any time.

...

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products (“claim”), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any

such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

44. The April 19, 2018 Facebook Terms were available for users to review on the Facebook website.

45. Meta again amended the Facebook Terms on July 31, 2019. A true and correct copy of the July 31, 2019 Facebook Terms is attached as **Exhibit 10**.

46. The July 31, 2019 Facebook Terms included the following provisions:

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can delete your account at any time.

...

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products (“claim”), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

47. The amended terms were available for users to review on the Facebook website.

48. Meta again amended the Facebook Terms on October 1, 2020. A true and correct copy of the October 1, 2020 Facebook Terms is attached as **Exhibit 11**.

49. The October 1, 2020 Facebook Terms included the following provisions:

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect.

Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](#) your account at any time.

...

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products (“claim”), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

50. The amended terms were available for users to review on the Facebook website.

51. Meta again amended the Facebook Terms on October 22, 2020, a true and correct copy of which is attached as **Exhibit 12**.

52. The October 22, 2020 Facebook Terms did not materially differ from the October 1, 2020 terms as to any relevant provisions, and included the following provisions:

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can delete your account at any time.

...

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products (“claim”), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any

such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

53. Meta then updated the Facebook Terms on January 4, 2022 only to reflect the company's new name, a true and correct copy of which is included in **Exhibit 13**.

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](#) your account at any time.

...

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Meta Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

54. Meta again amended the Facebook Terms on July 26, 2022. A true and correct copy of the July 26, 2022 Facebook Terms is attached as **Exhibit 14**.

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices, to promote a safe and secure experience on our Products and services, and/or to comply with applicable law. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be part of the Facebook community, you can [delete](#) your account at any time.

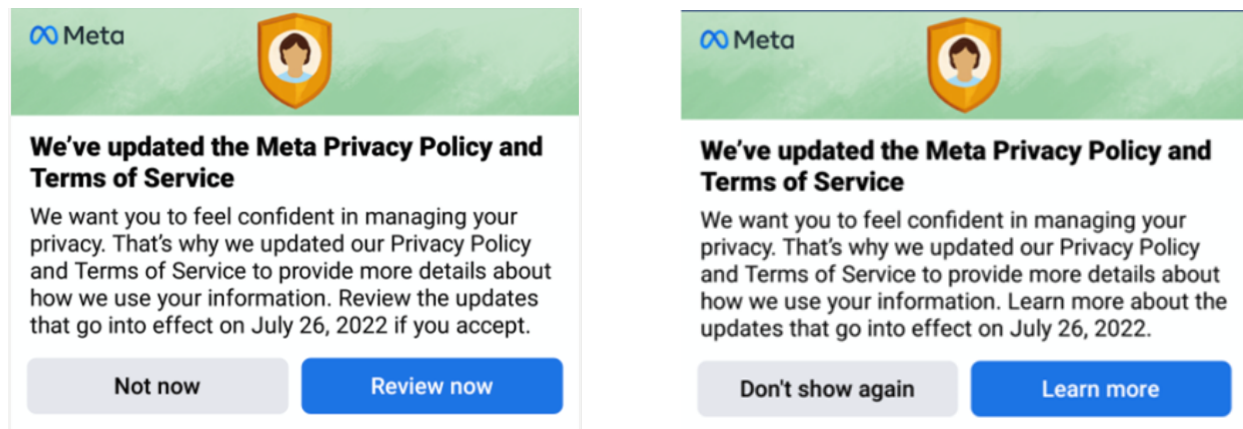
...

You and Meta each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Meta Products shall be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, cause of action or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in its sole discretion, Meta may bring any claim, cause of action or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

55. In addition to the provisions in its Terms, Meta also affirmatively notifies its users of changes in the Terms over time, including through such methods as Facebook Newsroom announcements or in-application notifications.

56. The amended terms were available for users to review on the Facebook website, and Meta notified active users in the United States of the updates to the July 26, 2022 Facebook Terms by various methods.

57. For example, Meta notified users of the amended Facebook Terms through a banner at the top of users' Facebook feeds, which included a button users could click to review the updated Terms. Below are two examples of how such notices appeared:



58. "Meta Products" include, among other things, the Facebook and Instagram platforms. The definition of "Meta Products" is available for users to review on the Facebook website, a true and correct copy of which is attached at **Exhibit 15**.

59. I have reviewed Car-Freshner posts on its public Facebook page and determined that it was an active Facebook user as of July 26, 2022 when the most recent Facebook Terms went into effect. I also determined that Car-Freshner continues to be an active Facebook user as of the date of this Declaration.

Instagram Terms

60. I have confirmed that Car-Freshner is an Instagram user and has an Instagram Page at <https://www.instagram.com/carfreshnercorporation/>.

61. According to Instagram records, the Car-Freshner Instagram account was created on December 30, 2019.

62. On December 30, 2019, the @CarFreshnerCorporation Instagram account made its first post.

63. The Instagram Terms to which Car-Freshner was subject when the Car-Freshner Instagram account was first created were published on April 19, 2018, are attached hereto as **Exhibit 16**, and include the following provisions:

These Terms of Use govern your use of Instagram and provide information about the Instagram Service, outlined below. When you create an Instagram account or use Instagram, you agree to these terms.

The Instagram Service is one of the [Facebook Products](#), provided to you by Facebook, Inc. These Terms of Use therefore constitute an agreement between you and Facebook, Inc.

...

Except as provided below, you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram (“claim(s)”) must be resolved by arbitration on an individual basis.

...

The following claims don’t have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations

of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways).

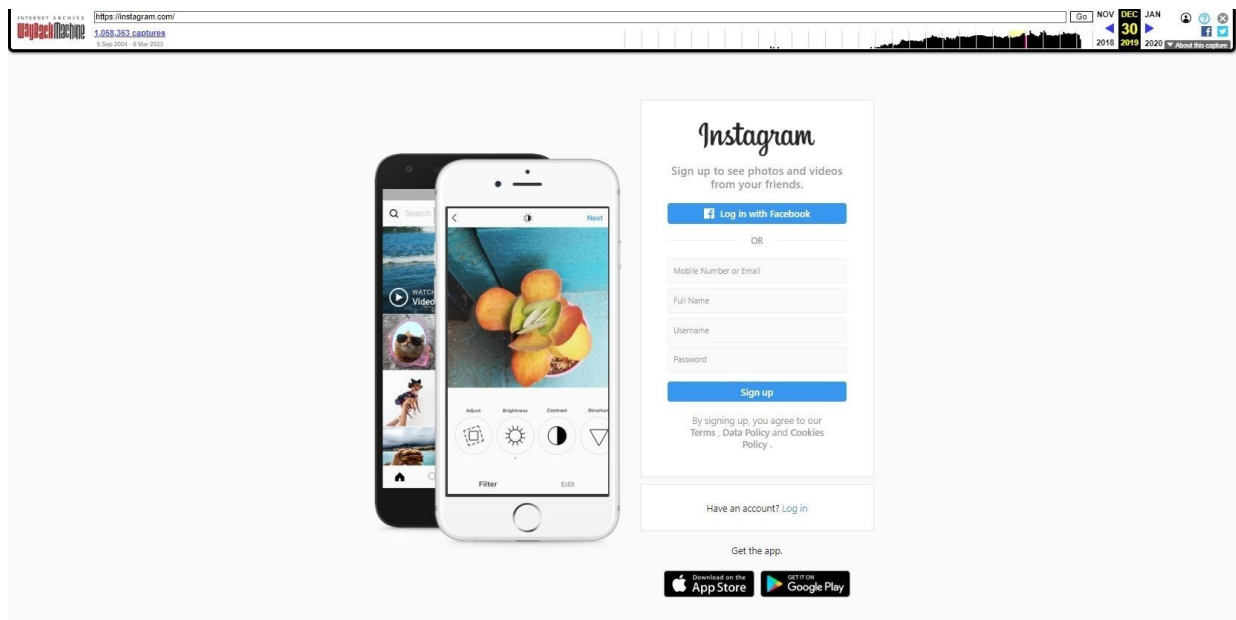
...

For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

...

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#).

64. As reflected in the below screenshot, the Instagram account registration page active as of December 30, 2019, explained that “By signing up, you agree to our Terms, Data Policy, and Cookies Policy.”



65. Meta amended the Instagram Terms on December 20, 2020, a true and correct

copy of which is included in **Exhibit 17**, and include the following provisions:

Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram (“claim(s)”) must be resolved by arbitration on an individual basis.**

...

The following claims don’t have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways).

...

For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

...

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#).

66. Meta amended the Instagram Terms on January 4, 2022, a true and correct copy of which is included in **Exhibit 18** and include the following provisions:

Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram (“claim(s)”) must be resolved by arbitration on an individual basis.**

...

The following claims don’t have to be arbitrated and may be brought in court:

disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways).

...

For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

...

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, **here**.

67. Meta amended the Instagram Terms on July 26, 2022, a true and correct copy of which is included in **Exhibit 19**.

68. The July 26, 2022 terms include the following provisions:

Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram (“claim(s)”) must be resolved by arbitration on an individual basis.**

...

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways).

...

For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District

of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

69. The amended terms were available for users to review on the Instagram website, and Meta notified active users in the United States of the amended Instagram Terms in various ways.

70. For example, Meta notified users via email that Meta was updating its Terms of Service and provided a hyperlink to the amended Terms for users' review. Below is an example of how this email appeared:

Email Subject Line: We've updated the Meta Privacy Policy and Terms of Service

Email Preview Line: Learn more about these updates which go into effect on July 26, 2022.

Email Body:

 Meta

Hi Alex,

We want you to feel confident in managing your privacy. That's why we updated the Meta [Privacy Policy](#) and [Terms of Service](#) to provide more details about how we use your information.

What's changing

- We've made the policy clearer and easier to understand, and provided links to settings to help you shape your experience.
- We've supplied more details about the types of information we collect.
- We've provided more specifics about the types of partners we share information with, and receive information from.
- We've explained in more detail how and why your information is shared across our Products and companies.

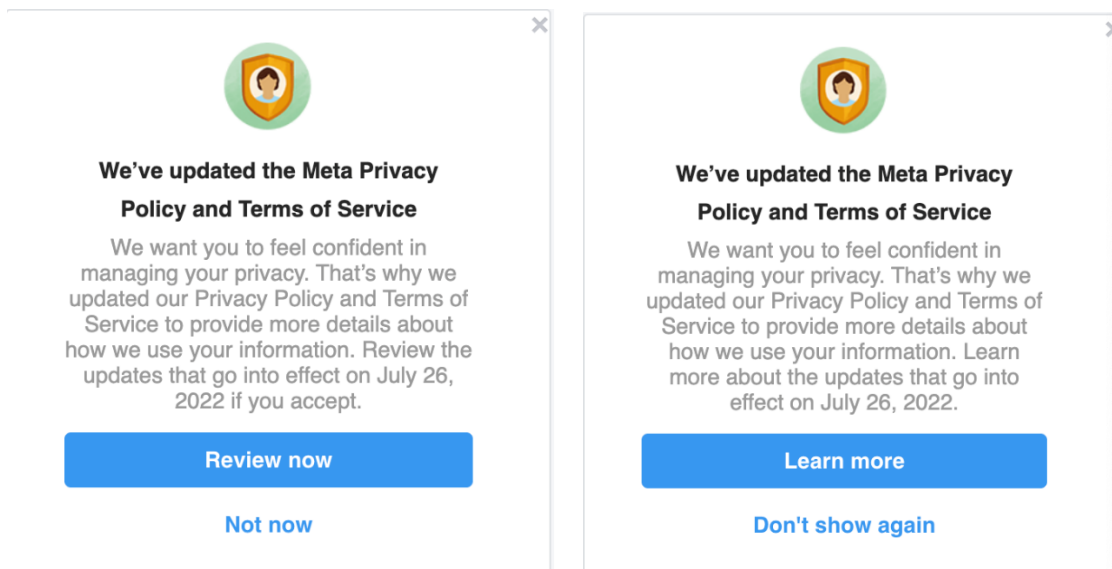
What's staying the same

- We do not sell and will not sell your information.
- We'll let you know across our Products how we collect, use and share your information. We might tell you in a policy update or before you use a new feature.
- You can manage your privacy in a way that's right for you using settings.

The updates to the Meta [Privacy Policy](#) and the Meta [Terms of Service](#) go into effect on July 26, 2022. See [more details](#) about the updates, including your options if you do not wish to accept the Terms of Service.

Thanks,
The Meta Privacy Team

71. Meta also notified users of the amended Terms through a banner at the top of users' Instagram feeds, which included a button users could click to review the updated Terms. Below are two examples of how such notices appeared:



72. I have reviewed Car-Freshner’s posts on its public Instagram page and determined that it was an active Instagram user when notice of the amended Instagram Terms was disseminated and has continued to use Instagram’s services after that notice was disseminated, including after July 26, 2022, the date of the current terms.

73. Car-Freshner uses its Facebook and Instagram accounts to promote its products, as well as to post employment opportunities. A true and correct copy of a web capture of Car-Freshner’s Instagram page as of March 11, 2023 is attached as **Exhibit 20**.

Advertising

74. Car-Freshner uses Meta’s Facebook and Instagram platforms to promote, market, and advertise its products through Meta’s free account pages and through paid advertising.

75. Car-Freshner also uses its Facebook and Instagram accounts to post employment opportunities.

76. By utilizing Meta’s advertising services, Car-Freshner agreed to Meta’s “Advertising Policies” or Guidelines, which govern the placement of paid advertising on Meta’s Facebook and Instagram websites and mobile applications.

77. A true and correct copy of Meta’s “Introduction to the Advertising Standards” webpage is attached as **Exhibit 21**.

78. Meta’s “Introduction to the Advertising Standards” webpage explains that:

The Advertising Policies apply to (1) ads and commercial content served by or purchased through Meta, on or off the Meta services, including ads purchased under AAAA/IAB Standard Terms and Conditions, (2) ads appearing within apps on Meta and (3) ads on Instagram. Your use of Meta’s advertising products and services is part of “Meta” under Meta’s Statement of Rights and Responsibilities (<https://www.facebook.com/legal/terms> , the “SRR”) and is subject to the SRR. You may be subject to additional terms or guidelines if you use Instagram or certain Meta advertising-related products or services.

79. Meta revised its Facebook Advertising Guidelines December 15, 2014, a true and correct copy of which is attached as **Exhibit 22**.

80. The December 15, 2014 Facebook Advertising Guidelines include the following provisions:

A. Our Advertising Guidelines consist of advertising content criteria, community standards, and other applicable requirements.

B. The Ad Guidelines, as well as our [Data Use Policy](#) and [Statement of Rights and Responsibilities](#), apply to all ads and commercial content (“ads”) served by or appearing on Facebook (including ads purchased under AAAA/IAB Standard Terms and Conditions).

C. Advertising appearing within applications on Facebook Platform must comply with all additional [Facebook Platform Policies](#).

D. Ads that are generated through Page posts, and ads that promote a sweepstakes, contest, competition or offer must also comply with the [Pages Terms](#).

Lack of Connections to New York

81. Meta has its principal place of business in Menlo Park, California.

82. Meta is incorporated in the state of Delaware.

83. Meta is not incorporated in New York, nor does it have a principal place of business there.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of March, 2023, in Oakland, California.

/s/ Nicholas Wong

Nicholas Wong